

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco*      *P.O. Box 420603*  
*CA 94142-0603*



## SCOPE OF WORK PROVISIONS

FOR

**BRICK TENDER**

IN

ALAMEDA AND CONTRA COSTA COUNTIES

102-166-2

**HOD CARRIERS LOCAL UNION NO. 166**  
**OF THE**  
**LABORERS INTERNATIONAL UNION OF NORTH AMERICA**  
 8400 Enterprise Way, Room 109  
 Oakland, California 94621  
 Phones: (510) 568-0141 (510) 568-0142 (510) 568-0143 Fax (510) 568-4537

August 3, 2005

**R E C E I V E D**  
 Department of Industrial Relations

AUG 5 2005

TO: ALL MEMBERS OF THE NCMCMB, AND ALL SIGNATORY  
 CONTRACTORS TO THE MASON AGREEMENT

Div. of Labor Statistics & Research  
 Chief's Office

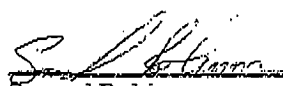
Effective July 1, 2005, the following schedule of wages, benefits, and deductions are in effect for  
 Hodcarriers Local Union #166.


	7/1/04 to 6/30/05	\$2.00 INCREASE	7/1/05 to 6/30/06
TAXABLE WAGES	\$24.10 per hr	\$ 1.05 per hr	\$25.15 per hr
FOREMAN PAY (IF REQUIRED)	\$ .75 per hr		\$ .75 per hr
HEALTH & WELFARE	\$ 5.46 per hr	\$ .45 per hr	\$ 5.91 per hr
PENSION (1)	\$ 4.30 per hr	\$ .50 per hr	\$ 4.80 per hr
PENSION (2) MONEY PURCHASE PLAN	\$ 2.75 per hr		\$ 2.75 per hr
SET UP TIME	\$ 5.00 per day		\$ 5.00 per day
TRAINING	\$ .10 per hr.		\$ .10 per hr

VACATION, DUES CHECK-OFF, AND ORGANIZING INCLUDED IN WAGES  
 (Vacation \$3.00 per hour, Dues Check-Off \$1.10 per hour, Organizing \$0.25 per hour --  
 Total \$4.35 per hour)

Apprentice Percentages were changed to reflect new State law:  
 Pre-apprentice 40%, 46%, 55%, 64%, 73%, 82%, 91%.

Fringe forms will be supplied prior to the reporting date.

  
 Samuel Robinson  
 Business Manager/Secretary-Treasurer

  
 Elwood Smith  
 President/NCMCMB

Dated: 8-3-05

Dated: 8.3.05

# Hod Carriers Local Union No. 166

LABORERS INTERNATIONAL UNION OF NORTH AMERICA

Affiliated with the AFL-CIO

8400 ENTERPRISE WAY, ROOM 109

OAKLAND, CALIFORNIA 94621

Phone: 568-0141, 568-0142, 568-0143



RECEIVED

Department of Industrial Relations

JUL 22 1999

Div. of Labor Statistics & Research  
Chief's Office

## HODCARRIERS LOCAL #166 AGREEMENT

This agreement made and entered into this first day (1st) of July 1997 by and between the Northern California Mason Contractor Association, Inc., hereinafter referred to as the "Association", for and on behalf of the employers who have delegated to this Association the authority to negotiate and sign collective bargaining agreements on their behalf and listed in this Agreement,

### AND

HOD CARRIERS' LOCAL UNION #166, AFFILIATED WITH THE Laborers' International Union of North America, AFL-CIO, hereinafter referred to as the "UNION".

### WITNESSETH

Whereas, it is the desire of the parties hereto to formulate an agreement which will prevent strikes or lockouts, insure peaceful adjustment between said parties, prevent stoppage of work and tend to stabilize and strengthen the building industry, it is agreed between the parties as follows:

### RECOGNITION

1. The Association hereby recognizes and acknowledges Hod Carriers' Local Union #166 as the sole and exclusive collective bargaining representative of all employees in the area and work covered by this Agreement.
2. The Union recognizes the Association as the sole and exclusive bargaining representative of all employers who have delegated their bargaining rights to the Association.

### DEFINITIONS

1. The term "Association" shall mean Northern California Mason Contractors Association, Inc.
2. The term "Member of the Association" shall mean any person, firm or corporation who is now or hereafter may become a member of the Northern California Mason Contractor Association, Inc. and who has either signed a delegation of his bargaining rights to the Association or has signed this Agreement.
3. The term "Individual Employer" shall mean any person, firm or

corporation who has delegated their bargaining rights to the Association and thereby agrees to the terms of this Agreement or amendments, modifications or extensions to this Agreement negotiated and agreed to by and between the Association and the Union.

4. The term "Independent Employer" shall mean any person, firm or corporation who signs this Agreement or any copy thereof and thereby agrees to the terms of this Agreement or any amendments, modifications, or extensions to this Agreement negotiated and agreed to by and between the Association and the Union.
5. The term "Employer" shall mean any member of the NORTHERN CALIFORNIA MASON CONTRACTOR ASSOCIATION, INC., Individual Employer or Independent Employer.
6. The term "Employee" shall mean any hod carrier employed by any employer within the jurisdiction of Hod carriers' Local Union # 166, Oakland, covering Alameda and Contra Costa Counties of California.

#### **ARTICLE I - AREA AND WORK COVERED**

**Section 1.** The area covered by this Agreement is the geographical jurisdiction of Hod carriers' Local Union #166, the California Counties of Alameda and Contra Costa.

**Section 2.** Without limiting the scope of the work covered hereby, it is agreed that the work shall include, but not limited to, mixing, preparing, tempering and conveying all materials used by the brickmasons, stonemasons, tuck pointers and caulkers, whether done by hand or machine; building, erecting and planking all scaffolds, regardless of height, to be used by brickmasons, stonemasons, tuck pointers and caulkers; building all necessary trestles, cleaning all job debris caused by the brickmasons, stonemasons, tuck pointers and caulkers; handling all materials upon arrival on the job site whether by truck freight car, to be used by brickmasons stonemasons, tuck pointers and caulkers. Hod carriers tending a brickmason or stonemason shall mean any person serving brickmasons, stonemasons, tuck pointers and caulkers in any capacity. All mechanical equipment replacing in whole or in part the work of the hod carrier shall be cleaned and operated by the hod carriers. This includes mixers, grout pumps, wheelbarrows, forklifts, boom winches, tusk type automatic, semi-automatic, or manual operated hoists, gas or electric powered, etc. The employer agrees to hire personnel in accordance with Article 11 to perform this work. It is furthered agreed that there will be at least one hod carrier employed wherever brickmasons, stonemasons, tuck pointers and caulkers are working in any capacity. All hod carriers must take orders and instructions from job foreman or supervisor in order that the job will be efficiently manned.

#### **ARTICLE II- UNION SECURITY AND EMPLOYMENT**

**Section 1.** Every employee employed by an employer or employers for a period of seven (7) working days continuously or cumulatively within the area covered by this Agreement, shall, as a condition of employment, become a member of the Union, and all persons accepted into membership shall thereafter maintain their continuous good standing in the Union as